

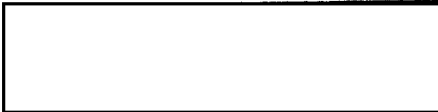
SPECIAL HANDLING

63-068

26 July 1963

NEGOTIATED CONTRACT

Contract No. GA-1853



25X1A

Contract for: See Schedule

Amount: See Schedule

Performance Period: See Schedule

Administrative Data:

This contract is entered into by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above named Contractor which is a corporation, incorporated in the State of New York hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and the General Provisions. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

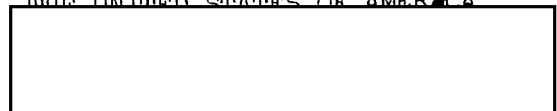
IN WITNESS WHEREOF, the parties hereto have executed this contract as of

3 June, 1963.

Signatures:



UNITED STATES OF AMERICA



TITLE Contracting Officer

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CERTIFICATE

I, _____, certify that I
am the _____ of the Corporation named as
Contractor herein; that _____ who
signed that contract on behalf of the Contractor was then _____
_____ of said Corporation; that said contract was duly
signed for and in behalf of said Corporation by authority of its governing
body, and is within the scope of its Corporate powers.

_____(Corporate Seal)

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SPECIAL HANDLINGSCHEDULEPART I - SCOPE OF WORK

Contractor shall furnish the necessary services, facilities, materials and supplies to accomplish the work set forth in Appendix I attached hereto and made a part of this contract.

PART II - DELIVERY

Contractor shall accomplish the work and make delivery to the Government as set forth in Appendix I attached hereto.

PART III - ESTIMATED COST AND FIXED FEE

- a. The total estimated cost for the performance of this contract is exclusive of fixed fee.

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- b. The fixed fee for the performance of this contract is

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PART IV - PAYMENTS

Contractor shall be paid the fixed fee stated in Part III hereof in monthly installments based on allowable costs incurred by the Contractor and approved by the Contracting Officer computed at the same ratio that the total fixed fee stated herein is to the total estimated cost stated herein, subject, however, to the withholding provisions of paragraph (c) of Clause 4 of the General Provisions hereof.

PART V - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VI - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his authorized representative for security

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matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART VII - GENERAL PROVISIONS

The General Provisions of this contract shall consist of those clauses set forth in Contractor's basic cost-reimbursement agreement with the United States Air Force, designated Basic Agreement No. AF 33(657)-5117, which Basic Agreement is hereby incorporated in this contract by reference except as revised as follows:

- a. Clauses A-27 and A-28 are deleted in their entirety.
- b. The following clauses only of Section B of said Basic Agreement are incorporated in this contract:

WZed *WZed*
B-1, B-6, B-8, B-15, B-19, B-21, B-28, and B-29.
- c. All of the provisions of Section D of said Basic Agreement are incorporated in this contract.
- d. Clause E-1 of Section E of said Basic Agreement is incorporated in this contract.

PART VIII - LETTER CONTRACT SUPERSEDED

This is the Definitive Contract contemplated by the Letter Contract No. GA-1853 dated 3 June 1963. This Definitive Contract supersedes said Letter Contract in its entirety. Work performed and payments made under said Letter Contract shall be deemed to be work performed and payments made under this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, this Definitive Contract shall govern.

PART IX - PERIOD OF PERFORMANCE AND LEVEL OF EFFORT

- a. In the performance of the work specified in Appendix I hereto, the Contractor shall expend an estimated 2,600 direct man-hours of effort between 3 June 1963 and 3 June 1964. In any event, the Contractor shall furnish not less than 2,470 man-hours nor more than 2,730 man-hours of direct labor for this contract during the period of performance.

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b. It is understood and agreed that for the purpose of changes in estimated cost and fixed fee, the estimated cost and fixed fee of this contract are based on a target of 2,600 man-hours. Further, by mutual agreement of the parties hereto, changes in the target may be made from time to time within the manpower limits and time period specified in subparagraph a. of this PART IX; however, no changes in the fixed fee will be made unless the manpower limits are changed by formal contractual action pursuant to the changes clause of this contract. In the latter event, the new manpower target negotiated will be the basis for changes in estimated cost and fixed fee, if any.

c. The Contractor shall continually evaluate the total level of effort required and recommend to the Government changes thereto considered beneficial and necessary in attaining the over-all objectives of this contract.

d. The Contractor shall submit a monthly report to the Contracting Officer indicating the man-hours expended the preceding month and the number of overtime hours, if any, included therein.

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Approved For Release 2002/06/11 : CIA-RDP66B00728R000400040028-2

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